

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**KIMBERLY BADY AND JASON  
D. ARCHER – TRUSTEE**

**v.**

**JPMORGAN CHASE BANK, N.A.**

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**CIVIL ACTION NO. 4:17-CV-3494**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

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**KNOW ALL MEN BY THESE PRESENTS:**

**AFFIDAVIT OF KIMBERLY BADY**

BEFORE ME, the undersigned authority, on this day personally appeared Kimberly Bady who, being duly sworn, deposes and says:

1. “My name is Kimberly Bady. I am the Plaintiff in the above-captioned lawsuit. I have read the Application for Temporary Restraining Order to which this Affidavit relates and offer this Affidavit in support of the statements and arguments asserted therein.
2. The subject matter of this lawsuit is the real property and the improvements therein located at 25634 Saddlebrook Village Dr., Tomball, Harris County, TX 77375 (the “Property”).
3. I purchased the Property on or about October 30, 2008. During the process of purchasing the Property, I executed a Note in the amount of \$133,394 as well as a Deed of Trust in which JPMorgan Chase Bank, N.A. (“Chase Bank”) is listed as the Lender which also acted as the loan servicer.
4. I began to have financial difficulties during the term of the loan. Realizing that I may soon become in default on my mortgage payments, I entered into debt restructuring negotiations with Chase Bank in order to modify the terms and conditions of the loan.
5. I was offered a loan modification by Chase Bank during the month of October 2016 at which time I submitted and was approved for a loan modification. Unfortunately, I had another financial setback so I contacted Chase Bank on January 02, 2017 to discuss my options including, but not limited to, modifying my mortgage loan in such a manner to reduce the effective interest rate and extend the term of the loan. Chase Bank’s representative, Sharon Schwartz,

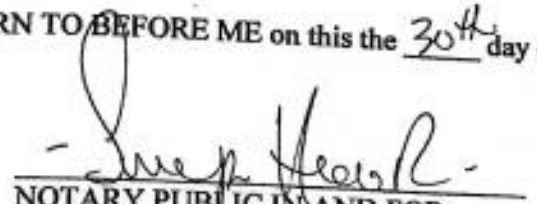
guaranteed me that they would be successful at accomplishing my loan modification and assured me that they would take no action to foreclose on my home. I submitted my loan modification application as well as all of the requested documents on January 17, 2017 at which time Ms. Schwartz confirmed that my loan modification package was complete and the modification agreement would be mailed to me within a week. I requested that Ms. Schwartz confirm the agreement in writing at which time Ms. Schwartz informed me that she was preparing a letter to that regard contemporaneously with their discussion and would mail it to me later that day once it had been approved by her supervisor - I never received the status confirmation nor the loan modification agreement.

6. Accordingly, I was alarmed when I received a Notice of Substitute Trustee's Sale indicating that Chase Bank was going to sell my Property at a foreclosure sale on November 07, 2017. In response, I called Chase Bank and requested that they live up to their promises (that Chase Bank guaranteed my loan would be modified to reduce the interest rate and extend the term as well as take no action to foreclose on my Property), cancel the November 07, 2017 foreclosure sale, and send me written proof that the pending foreclosure sale had been cancelled. Chase Bank's representative refused and stated that they would be foreclosing on my Property.
7. In the interim, I was approached by Jason D. Archer - Trustee of the Saddlebrook Village Trust ("Archer") who offered to assist me with my mortgage issues by paying off my mortgage loan, purchasing the Property from me, and renting the property back to me. To facilitate the process, I executed a Special Warranty Deed whereby I transferred my ownership interest in the Property to Archer subject to the existing mortgage with Chase Bank.
8. I was granted a temporary restraining order in district court on November 6, 2017 which enjoined Defendant from selling the Property at the November 7, 2017 foreclosure sale. Prior to the expiration of the Temporary Restraining Order and before the scheduled Temporary Injunction hearing, Defendant removed the case to this Court effectively preventing me from maintaining the status quo. Defendant has re-posted the Property for the foreclosure sale on April 3, 2018."

I have read the foregoing Affidavit and attest that the information contained therein is true and correct in all respects based upon my personal knowledge.

  
KIMBERLY BADY

SUBSCRIBED AND SWORN TO BEFORE ME on this the 30<sup>th</sup> day of March, 2018.

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
My commission expires: 02/24/2021

